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FMC AGREEMENT N	-•

The COSCON/KL/...AUK/HANJIN/SENATOR
Asia & Europe / U. S. Atlantic &
Gulf Coast
Slot Allocation & Sailing Agreement

Original Title Page

THE COSCON/KL/YMUK/HANJIN/SENATOR ASIA & EUROPE / U. S. ATLANTIC & GULF COAST SLOT ALLOCATION AND SAILING AGREEMENT

FMC AGREEMENT NO. 011794 -000

Classification: Cooperative Working Agreement, Slot Allocation Agreement and Sailing Agreement

Republished: Not Applicable

Expiration Date: None

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BEFORE THE

FEDERAL MARITIME COMMISSION

FMC AGREEMENT NO. 011794

THIS AGREEMENT is entered into this ____ day of March, among COSCO CONTAINER LINES COMPANY, LIMITED ("COSCON"), KAWASAKI KISEN KAISHA, Ltd. ("KL"), YANGMING (UK) LTD. ("YMUK"), HANJIN SHIPPING CO., LTD. ("HJS") and SENATOR LINES GMBH ("SEN") referred to individually as "Party" and collectively herein as "the Parties".

WHEREAS, the Parties desire to cooperate with each other in the containerized trade between the Atlantic & Gulf Coasts of the United States and Asia and Europe, to obtain optimum efficiency of fleet operation and to maximize Slot utilization through Slot allocation, so as to offer improved services to the shipping public.

NOW, THEREFORE in consideration of the premises and of the mutual undertakings of the Parties, it is hereby agreed as follows:

1. NAME OF THE AGREEMENT

This AGREEMENT shall be referred to as "the COSCON/KL/YMUK/HANJIN/SENATOR ASIA & EUROPE / U.S. ATLANTIC & GULF COAST SLOT ALLOCATION AND SAILING AGREEMENT."

2. PURPOSE OF THE AGREEMENT

2.1 The purpose of the Agreement is to permit the Parties to achieve efficiencies and economies in their respective services offered in the Trade covered by the Agreement. This

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Agreement does not authorize discussion of or agreement on rates or charges, thus no joint tariff shall be filed by the Parties under this Agreement.

2.2 EC Law: the Parties intend this Agreement to be in conformity with European Community law and, in particular, in conformity with Regulation 823/2000. The Parties agree to monitor the terms and implementation of this Agreement and to take such measures as may be necessary in order to ensure such conformity is maintained.

3. PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- (1) COSCO CONTAINER LINES COMPANY, LIMITED ("COSCON") 378, Da Ming Road (East), Shanghai, the People's Republic of China
- (2) KAWASAKI KISEN KAISHA, LTD. ("KL")

 Hibiya Central Bldg., 2-9, Nishi-Shinbashi 1 Chome, Minato-Ku, Tokyo 105, Japan
- (3) YANGMING (UK) LTD. ("YMUK")

 2nd Floor, Valentines House, 51-69 Ilford Hill, Ilford, Essex, IG1 2DG. U.K.
- (4) HANJIN SHIPPING CO., LTD. ("HJS")

 Hanjin Shipping Building 25-11, Yoido-dong, Youngdeungpo-ku Seoul, Korea
- (5) SENATOR LINES GMBH ("SEN")

 Martinistrasse 62-66

 D-28195 Bremen, Germany

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4. GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement shall cover the Trade between ports in Asia, Central America, Europe and inland and coastal points served via such ports on the one hand and ports of the Atlantic and Gulf Coast of the United States and U. S. inland and coastal points served via such ports and vice versa. The foregoing geographic scope is hereinafter referred to as

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the "Trade".

"Asia" is defined as Korea, Taiwan, Japan, China and Hong Kong; "Europe" is defined as the

Netherlands, France, Italy, Germany, Belgium, Spain, Portugal and the United Kingdom; and

Central America is defined as Mexico and Panama.

AGREEMENT AUTHORITY

5.1 Coordination of Sailings

5.1.1 The Parties may consult and agree upon the deployment and utilization of

Container Ships ("Vessels") in the Trade including, without limitation, sailing schedules, service

frequency, ports to be served, port rotations, type and size of Vessels to be utilized, feeder

arrangements, including the sale or exchange of feeder slots among them, the addition or

withdrawal of capacity from the Trade and the terms and conditions of any such addition or

withdrawal.

5.1.2 For the avoidance of doubt, the Parties shall:

5.1.2.1 Only consult, agree on and implement temporary capacity adjustments on the

Trade to and from Europe;

5.1.2.2 Neither consult nor agree on nor implement the joint purchasing of feeder services

to or from ports in Europe.

5.2 Reciprocal Slot Allocation

5.2.1 On such terms and conditions as the Parties may agree, the Parties may (a)

exchange Slots on their respective Vessels with the other Parties, and (b) agree on the number of

Slots to be exchanged.

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5.2.2 On such terms and subject to such operating limitations as (a) the Parties may agree, or (b) may be imposed by applicable law, each Party shall accept for transportation and transport any and all containerized cargo and equipment tendered to it by another Party up to its allocation. As used in this Agreement, the term "equipment" includes, but is not limited to, containers owned or leased by the Parties, whether full, partially loaded or empty and other freight service equipment that the Parties may agree upon.

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5.2.3 Each Slot Charterer and any slot sub-charterer may advertise sailings by

Vessels on which the Slot Charterer is allocated Slots under this Agreement.

5.2.4 A Slot Provider who fails to faithfully perform its obligations hereunder

shall hold the other Parties harmless from and indemnify the other Parties against any losses,

claims or damage arising from such failure, including but not limited to such losses, etc. from

cargo owners/insurers, including attorney's fees and expenses. The details of apportionment

and/or extent of the liability for loss or damage shall be agreed between the Parties in an

implementing agreement.

5.3 Space

The Slot Provider will make available to the Slot Charterer in the trade the agreed

number of slots or weighted deadweight tons per vessel, whichever is reached first, both

Eastbound and Westbound, on vessels operated in the trade on terms and conditions to be agreed

by the Parties.

The Slot Charterer shall pay the Slot Provider for the slots, used or not used, at

rates and terms to be agreed between the Parties. Slot and cargo weight allocation including

allocation of reefer slots may be adjusted from time to time subject to mutual agreement of the

Parties. The Slot Provider is authorized to sell to the Slot Charterer additional slots over and

above each allocation under this Agreement on such terms as the Parties may from time to time

agree.

Initially the Slot Provider shall make available the following maximum number of

slots per month on the Slot Provider's services in the Trade, with specific allocations on specific

vessels as the Parties may decide from time to time.

A) Asia / U.S. Atlantic and Gulf Coasts

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COSCON shall make available to HJS: 1000 slots

HJS shall make available to COSCON: 1000 slots

KL shall make available to YMUK: 900 slots

KL shall make available to HJS: 2500 slots

HJS shall make available to KL: 2500 slots

YMUK shall make available to KL: 900 slots

COSCON shall make available to SEN: 1000 slots

SEN shall make available to COSCON: 1000 slots

B) Europe / U.S. Atlantic & Gulf Coasts

COSCON shall make available to SEN: 1000 slots

SEN shall make available to COSCON: 1000 slots

KL shall make available to HJS: 900 slots

HJS shall make available to KL: 900 slots

YMUK shall make available to HJS: 900 slots

HJS shall make available to YMUK: 900 slots

COSCON shall make available to HJS: 1000 slots

HJS shall make available to COSCON: 1000 slots

C) Central America / U.S. Atlantic & Gulf Coasts

All slots exchanged among the Parties in the trade between the U.S. Atlantic and Gulf Coasts and Central America are included within the total number of slots made available for exchange in the trade to the U.S. Atlantic and Gulf Coasts from Asia, and vice versa. (Above item A)

These maxima may be adjusted further, subject to unanimous agreement of the Parties and filing with the Federal Maritime Commission as appropriate.

5.4 Efficient Use of Equipment, Terminals, Stevedores, Ports and Suppliers

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ahawa aman laan ay ashlaas

5.4.1 Subject to Article 5.4.2, the Parties may interchange, cross lease or sublease

empty containers, chassis and/or related equipment to provide for the efficient use of such

equipment on such terms as they may agree. The Parties may also jointly contract with or

coordinate in contracting with stevedores, terminals, ports and suppliers of equipment, land or

services or may designate a Party to provide such services on the designating Parties' behalf.

This Agreement does not authorize joint operation of any marine terminal by the Parties in the

United States.

5.4.2 As regards the European Union, the Parties shall have no such authority insofar as

inland or land-side operations are concerned.

5.5 No Joint Service, Pooling

The reciprocal Slot allocation, coordination of sailings and Vessels, and

cooperative use of equipment, terminals, stevedores, ports and suppliers to the extent provided

hereunder do not create a joint service or permit the Parties to pool cargo or revenue. Each Party

shall utilize and maintain its own marketing and sales organizations and operate and manage its

own Vessels. Each Party shall issue its own bills of lading regardless of whether the Party is

acting as Slot Provider or Slot Charterer.

5.6 Documentation, Data Systems

The Parties may discuss and agree on terms and conditions of joint development,

implementation, and interchange of documentation, data systems, information and data, other

operating systems, and computerization and joint communication, including any joint

negotiations, leasing or contracting relating thereto.

5.7 Foreign Operations

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5.7.1 Subject to Article 5.7.2, the Parties may discuss and agree on use and rationalization of one another's feeder, port, terminal and intermodal operations within and between foreign countries.

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that the Parties shall have no such authority within the European Union. The Parties do not intend to bring foreign-to-foreign transportation under the jurisdiction of the U.S. Federal Maritime Commission, or to expand antitrust immunity beyond the scope of immunity granted by the Shipping Act of 1984, as amended.

5.8 Miscellaneous

The Parties may also discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time, including, but not limited to, performance procedures and penalties, accounting procedures, procedures for weight and Slot allocations, allocation of reefer Slots, forecasting, terminal operations, stowage planning, schedule adjustments, record-keeping, responsibility for loss or damage, the establishment and operation of individual or joint tonnage centers, the terms and conditions for force majeure relief, insurance, liabilities, claims, indemnification, consequences for delays, and treatment of hazardous and dangerous cargoes.

6. AUTHORIZED REPRESENTATIVE

The following person shall have authority to sign and file this Agreement or any modification to this Agreement, and to respond to any requests for information from the U.S. Federal Maritime Commission and to delegate such authority to other persons.

(a) The Chief Executive, or a Vice President for a Party, or

(b) Legal counsel for a Party.

7. MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

None.

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of seeking solutions on all important matters, other than purely operational matters of minor

importance, concerning the conditions and quality of scheduled maritime transport services

offered by the Parties or a Party. Such consultations shall take place, whenever requested by any

of the above mentioned parties, in accordance with applicable national and international laws,

and, in particular, in accordance with Article 9(2) of Regulation 823/2000.

5.11 Service arrangements

Each party is permitted to offer, on the basis of an individual contract, its own Service

Arrangements.

5.12 No detriment

Neither the Parties nor a Party shall, within the Common Market, cause detriment to

certain ports, Transport Users or carriers by applying to the carriage of the same goods and in the

area covered by this Agreement, rates and conditions of carriage which differ according to the

country of origin or destination, or port of loading or discharge, unless such rates or conditions

can be economically justified.

6. AUTHORIZED REPRESENTATIVE

The following person shall have authority to sign and file this Agreement or any

modification to this Agreement, and to respond to any requests for information from the U.S.

Federal Maritime Commission and to delegate such authority to other persons.

The Chief Executive, or a Vice President for a Party, or (a)

Legal counsel for a Party. (b)

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7. MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

See Article 9.7.

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8. VOTING

All matters decided under this Agreement, including amendments hereto, shall be by

unanimous vote of the Parties. The Parties may meet wherever they decide for the purpose of

implementing this Agreement; however, actions in implementation of this Agreement may also

be taken pursuant to telephone polls of the Parties. A quorum shall exist if the authorized

representatives of all Parties are present in person or by telephone contact.

9. DURATION AND TERMINATION

9.1 Unless otherwise agreed by the Parties, this Agreement shall be effective upon the

later of the date this Agreement becomes effective under the Shipping Act of 1984, as amended

or the date any other government approvals as may be required are obtained or the Agreement

notified to the Commission of the European Communities with an application for individual

exemption as may be required under applicable EC law. No cooperative working arrangement

shall be carried out among the Parties hereto in regard to the Trade except as authorized herein.

Failure of a Party to this Agreement to obtain approval of any authority, for any reason, shall not

provide the basis for any recourse, liability or damages whatsoever.

9.2 Subject to Article 9.1 above, operations under this agreement shall commence

from the date that the earliest of the vessels and voyages to be operated hereunder arrives at the

first port of loading, and shall remain in force for a period of one year from the commencement

of the Slot allocation as agreed in Article 5.3, unless terminated earlier by unanimous agreement

of the Parties. Notwithstanding the above, this Agreement shall be automatically extended

indefinitely after the expiration of the initial one year period unless terminated by the Parties or

by operation of law.

9.3 Any Party may withdraw from this Agreement at any time by giving six months

prior written notice to the other Parties of its intention to do so provided that the earliest such

notice can be given is six months after the effective date of this Agreement.

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9.4 Notwithstanding the above provisions, this agreement may be terminated at any time

by mutual consent of the parties.

9.5 If any Party becomes involved in any one of the following situations, any of the

other Parties has the right, by giving written notice, to withdraw from the Agreement

immediately without prejudice to any already accrued rights and obligations:

(a) Commencement of dissolution procedure;

(b) Filing of any bankruptcy or insolvency procedure involving any party;

(c) Making a general assignment or composition with its creditors.

9.6 Notwithstanding any other provision of this Agreement, in the event it is

terminated or a Party withdraws it shall remain in force until each Vessel operated pursuant to

this Agreement shall have completed discharging at the last port on the last leg of her final

complete voyage which commenced prior to the effectiveness of such termination or withdrawal,

and all accounts among the Parties under this Agreement are settled.

9.7 By a majority vote, the Parties may expel a Party at any time if such Party is in a

condition of serious financial distress adversely affecting its financial viability or is substantially

unable to perform its obligations under this Agreement.

10. **DEFINITIONS**

10.1 Slot Charterer: the Party which obtains Slots on the services operated by another

Party as Slot Provider under this Agreement.

10.2 Slot Provider: the Party which operates a Vessel owned or chartered by it and

makes Slots available to the other Parties as Slot Charterers under this Agreement.

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10.3 Slot: a cell designed to take a 20' type container conforming to ISO

specifications.

10.4 Service arrangement: a contractual arrangement concluded between one or more

Transport Users and a Party or the Parties under which, in return for an undertaking to

commission the transportation of a certain quantity of goods over a given period of time, a

Transport User receives an individual undertaking from the Party or the Parties to provide an

individualized service which is of a given quality and specially tailored to its needs.

10.5 Transport User: any undertaking (such as shipper, consignee, forwarder) which

has entered into, or demonstrated an intention to enter into, a contractual agreement with the

Parties (or Party) for the shipment of goods, or any association of shippers.

10.6 Regulation 823/2000: Commission Regulation (EC) No 823/2000 of 19th April

2000 on the application of Article 81(3) of the EC Treaty to certain categories of agreements,

decisions and concerted practices between liner shipping companies (consortia) or any re-

enactment or modification thereof for the time being in force.

11. VESSEL ALIGNMENT AND PROVISION

11.1 The initial deployment of vessels and their TEU capacities for each Party are set forth as

below

11.1.1 COSCON will be operating three weekly services that are operated in

conjunction with KL, YMUK pursuant to FMC Agreement Nos. 232-011561, 203-011560, and

011785, which alignments consist of 12 vessels of approximately 3800 TEU capacity, 4 vessels

of approximately 3000 TEU capacity and 5 vessels of approximately 2000 TEU capacity

respectively in the Trade.

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- 11.1.2 KL will be operating three weekly services that is operated in conjunction with COSCON, YML, YMUK pursuant to FMC Agreement Nos. 011785, 232-011561, 232-011562, and 203-011560, which alignments consist of 12 vessels of approximately 3800 TEU capacity, 4 vessels of approximately 3000 TEU capacity and 5 vessels of approximately 2000 TEU capacity respectively in the Trade
- 11.1.3 YMUK will be operating one weekly service that is operated in conjunction with COSCON and KL pursuant to FMC Agreement No. 011785 which alignments consist of 12 vessels of approximately 3800 TEU capacity and providing slots from its allocation on two services that Yang Ming is operating in conjunction with KL pursuant to FMC Agreement Nos. 232-011562 and 203-011560 which alignments consist of 4 vessels of approximately 3000 TEU capacity and 5 vessels of approximately 2000 TEU capacity and providing slots from its allocation on one service that Yang Ming is operating in conjunction with Hanjin pursuant to FMC Agreement No. 232-011312 which alignment consists of 9 vessels of approximately 3200 ~ 4000 TEU capacity respectively in the Trade and intend to operate weekly.

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11.1.4 HJS will be providing slots to COSCON, KL and YMUK from its

allocation on two services that are operated in conjunction with SEN pursuant to FMC agreement

No. 011305 and on one service that is operated in conjunction with Yang Ming pursuant to FMC

agreement No. 232-011312. The alignments of two services consist of 26 vessels of

approximately 2700~3000 TEU capacity, and 9 vessels of approximately 3200~4000 TEU

capacity respectively in the Trade and intend to operate weekly.

11.1.5 SEN will be providing slots to COSCON, KL and YMUK from its

allocation on two services that are operated in conjunction with HJS pursuant to FMC agreement

No. 011305. The alignments of two services consist of 26 vessels of approximately 2700~3000

TEU capacity and 9 vessels of approximately 3200~4000 TEU capacity, respectively in the

Trade and intend to operate weekly.

The Parties shall consult and agree on the number, size and type of Vessels to be provided by

each party hereunder and operated in the Trade. The Parties shall consult prior to employment in

the Trade of any tonnage in excess of that previously scheduled. The Vessels may be owned,

demised, or time-chartered by the Slot Provider.

11.2 The Vessel alignment and provision for all services shall be as agreed from time to

time. The Slot Provider may replace any of the Vessels in the services with a comparable one

which shall be in the same or better condition in terms of its service performance, which includes

speed and transit time in the Trade. All extra expenses resulting from such replacement shall be

for the account of the Slot Provider.

11.3 Slot Hire: Slot hire shall be as agreed upon from time to time.

11.4 Total Loss, Constructive Total Loss

11.4.1 In case of a Vessel being declared an actual or constructive total loss, the

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Slot Provider shall provide a substitute vessel within two months, provided that such substitute

vessel is, in terms of capacity and speed, reasonably comparable with or better than the

remaining Vessels operated in the Asia/U.S. Atlantic & Gulf Coasts and Europe/U.S. Atlantic &

Gulf Coasts Services.

11.4.2 The Slot Provider of the lost Vessel shall give the other Parties a written

notice immediately from the date of an actual total loss or constructive total loss.

11.4.3 The other Parties shall have the option to declare off-hire for the allocated

Slots of a lost Vessel until the substitute Vessel has been placed into the Asia/U.S. Atlantic &

Gulf Coasts and Europe/U.S. Atlantic & Gulf Coasts Services.

12. MARKETING AND DOCUMENTATION

Each Party shall retain its separate identity and market its own service with its

own independent marketing organization, and shall make information as to the Asia/U.S.

Atlantic & Gulf Coasts and Europe/U.S. Atlantic & Gulf Coasts Services available to all

customers.

13. HARDSHIP

13.1 Notwithstanding Article 9, during the effective period of this Agreement, if the

consequences of any Force Majeure described in Article 14, or boycott against one flag or a

political ban against one Party to this Agreement, causes substantial frustration of the objectives

of the Agreement, then the Parties shall meet in a spirit of goodwill and are bound to adapt the

terms of this Agreement to these circumstances. If the Parties fail to reach an agreement within

sixty (60) days, any Party may withdraw from this Agreement immediately upon written notice.

13.2 In the event one of the Parties is merged with or sold to a third party which

continues to operate in the Trade covered by this Agreement, then such other party shall be

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bound by the terms of this Agreement and continue to provide Slots under the terms of this

Agreement to the Parties who were not subject to the merger. The merging Party shall include in

the merger agreement a clause requiring the merged entity to honor this Agreement and give

prior written notice to the other Parties of such merger or sale. Any of the non-merging Parties

shall have the right to withdraw from this Agreement on ninety (90) days written notice.

14. FORCE MAJEURE

Performance under this Agreement shall be excused to the extent it is frustrated by the

existence or apprehension of war (declared or undeclared), hostilities, warlike or belligerent acts

or operations, riots, civil commotion, terrorism or other disturbances; closure of, obstacle in or

danger to any canal, blockage of port or place or interdict or prohibition condition or restriction

of any kind on calls by any Party's vessel at any port, which result in such vessel's practical

inability to call at such port, or any restriction on commerce or trading; governmental action,

including but not limited to quarantine, sanitary or other similar regulations or restrictions;

strikes, lockouts or other labor troubles whether partial or general and whether or not involving

employees of a Party or his sub-contractors; congestion of port, wharf, sea terminal or any other

place; shortage, absence or obstacles of labor or facilities for loading, discharge, delivery or other

handling of cargo; epidemics or disease; bad weather, shallow water, ice, landslide or other

obstacle to navigation or haulage.

15. SUPERSESSION

Should any document, such as a relevant Charter Party, contain clauses and/or provisions

that are or could be interpreted as being contrary to the terms of this Agreement, the terms of this

Agreement shall prevail.

16. NON-ASSIGNMENT

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16.1 Except as provided in 13.2 or 16.2 no Party shall assign, transfer, subcontract, change, or otherwise dispose of any rights and duties in this Agreement to any person, firm, or

corporation without the prior written consent of the other Parties.

Nevertheless, the Slot Provider is authorized to release Slots on its owned service to the third Party without consent of the Slot Charterer. The Slot Charterer is authorized to

release Slots to the third Party subject to prior written consent of the Slot Provider.

16.2 Notwithstanding the provisions of 16.1 supra., re-allocation of Slots to Yang Ming

Marine Transport Corporation ("YML") by YMUK of slots on COSCON, KL and HJS/SEN

services is authorized.

16.3 The Slot Charterer shall not be authorized to enter into any other agreement on

behalf of the Slot Provider whether relating to navigation, operation or management of the

Vessel or otherwise.

17. LANGUAGE

This Agreement and all notices, communications or other written documents related to

this Agreement shall be in the English language. If any document related to the Agreement

cannot be in the English language, it shall be accompanied by an English translation.

18. ARBITRATION AND GOVERNING LAW

18.1 Any dispute among the Parties arising out of or in connection with this

Agreement shall, if amicable settlement is not possible, be referred to arbitration in New York

under the rules of the Society of Maritime Arbitrators. Arbitration shall be before a panel of

three arbitrators selected from a roster of ten (10) potential arbitrators provided by the President

of the Society of Maritime Arbitrators. The arbitrators shall be selected by having each Party to

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the dispute rank the potential arbitrators from 1 (most preferred) to 10 (least preferred) and providing those rankings to the President of the Society of Maritime Arbitrators. The three

arbitrators on the roster of ten that are assigned the lowest cumulative point totals shall be

appointed as the arbitrators and the arbitrator with the lowest cumulative point total shall be

appointed chair of the arbitration panel.

18.2 In any such dispute, this Agreement shall be governed by and construed in

accordance with the laws of New York and, to the extent applicable, U.S. federal or maritime

law.

18.3 Arbitration awards which have been accepted by the parties to the arbitration and

which settle disputes concerning practices of consortia covered by Regulation 823/2000 shall be

notified forthwith to the Commission of the European Communities by the Parties.

19. TERMINATION OF PREVIOUS AGREEMENTS

The Parties have agreed that FMC Agreement No. 011747 and FMC Agreement No. 232-

011641 shall terminate upon the effective date of this Agreement, provided, however, that the

relevant Agreements shall continue to apply to any voyages begun but not yet completed upon

the effective date of this Agreement.

FMC AGREEMENT NO. _____

The COSCON/KL/YMUK/HANJIN/SENATOR Asia & Europe / U. S. Atlantic & Gulf Coast Slot Allocation & Sailing Agreement

Original Page 17

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date above set forth.

COSCO CONTAINER LINES COMPANY, LIMITED
By: Close for Nixon Peabody LLP
KAWASAKI KISEN KAISHA, LTD
By: Ch to Nixon Peabody LLP
YANGMING (UK) LTD.
By:
HANJIN SHIPPING CO., LTD. By:
SENATOR LINES GMBH
Bv:

Date: March 13, 2002

FMC AGREEMENT	T NO
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	Original Page 17
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•	COSCO CONTAINER LINES COMPANY, LIMITED
1	Ву:
1	KAWASAKI KISEN KAISHA, LTD
3	Ву:
•	YANGMING (UK) LTD.
1	BY: WAYNE R. ROYDE ATTORNEY- OV-FACT
1	HANJIN SHIPPING CO., LTD.
1	Ву:
•	SENATOR LINES GMBH
<u>]</u>	Ву:
Date: March /3, 2002	